

07 MAY 01

All Potential Offerors:

Although this solicitation is available for on-line review and download, the Government will not accept hard (paper) copy proposals from offerors. The Government **will only accept** electronic proposals as specified in Section L.

If you choose to offer on this solicitation, the electronic files required for your offer will be emailed to you upon request. Please contact both of the following individuals, via email, for copies of those files:

jmkeyser@us.med.navy.mil
wlgraybill@us.med.navy.mil

The Government prefers requests for these files via email but will honor telefax or written requests. The offeror is ultimately responsible for the accuracy of an email address. Please include your company's complete business name, address, point of contact, email address and telephone number within your email so that you may be contacted if a transmission problem occurs. One email request will be honored per requesting organization.

If you have not received these files within 72 hours of your email request (weekends considered), contact Joanne M. Keyser at jmkeyser@us.med.navy.mil or (301) 619-2138.

Once these files are sent to you, you must provide a response to the Government's email, within 48 hours (weekends considered) via email only stating that you have successfully RECEIVED AND REVIEWED the files and that they are readable and usable. Your lack of an email response or your failure to categorically state, "I/We have received and reviewed the electronic files and they are readable and usable" may preclude your receipt of subsequent copies of amendments to the solicitation. These amendments, if issued, may cause your proposal content to change, may clarify solicitation language and/or may accelerate or delay required submission dates.

Once you have acknowledged receipt of the electronic files, any/all amendments to the solicitation will also be emailed to you. Changes to email addresses should be sent to the email address above.

Offeror's questions regarding the language, Government's intent, or clarification questions should be addressed to Joanne M. Keyser at jmkeyser@us.med.navy.mil

JOANNE M. KEYSER
Contracting Officer

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 59 PAGES				
2. CONTRACT NO.			3. SOLICITATION NO. N62645-01-R-0011		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 07 May 2001		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK MD 21702-9203				CODE N62645		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".												
SOLICITATION												
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>1681 Nelson Street, Ft Detrick</u> until <u>14 00</u> local time <u>07 Jun 2001</u> (Hour) (Date)												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:			A. NAME JOANNE M. KEYSER			B. TELEPHONE (Include area code)(NO COLLECT CALLS) (301) 619-2138			C. E-MAIL ADDRESS JMKeyser@us.med.navy.mil			
11. TABLE OF CONTENTS												
(X)	SEC.	DESCRIPTION				PAGE(S)	(X)	SEC.	DESCRIPTION			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM				1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS				2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT				9	X	J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING					PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE				19	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE				20	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA				22	X	M	EVALUATION FACTORS FOR AWARD			
X	H	SPECIAL CONTRACT REQUIREMENTS				24						
OFFER (Must be fully completed by offeror)												
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)												
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):						AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)												
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.												

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED FFP - The Contractor agrees to perform on behalf of the Government regularly scheduled orthopedic surgeon services at NAVHOSP, Beaufort, SC, in accordance with the Statement of Work.				
					<hr/>

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED FFP - BASE PERIOD - 01 OCT 01 through 30 SEP 02 - Regularly scheduled hours.				
		4,016.00	Hours		
					<hr/>

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED FFP - OPTION PERIOD 1 - 01 OCT 02 through 30 SEP 03 - Regularly scheduled hours.				
		4,016.00	Hours		
					<hr/>

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		4,023.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED				
	FFP - OPTION PERIOD 2 - 01 OCT 03 through 30 SEP 04 - Regularly scheduled hours.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		4,016.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED				
	FFP - OPTION PERIOD 3 - 01 OCT 04 through 30 SEP 05 - Regularly scheduled hours.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		4,000.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - REGULARLY SCHEDULED				
	FFP - OPTION PERIOD 4 - 01 OCT 05 through 30 SEP 06 - Regularly scheduled hours.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

ORTHOPEDIC SURGEON SERVICES - ROUNDS

FFP - The Contractor agrees to perform on behalf of the Government rounds for orthopedic surgeon services at NAVHOSP, Beaufort, SC, in accordance with the Statement of Work. (See Section C.3.3)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		70.00	Hours		

ORTHOPEDIC SURGEON SERVICES - ROUNDS

FFP - BASE PERIOD - 01 OCT 01 through 30 SEP 02 - Rounds; This is a Not-to-Exceed SubCLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		70.00	Hours		

ORTHOPEDIC SURGEON SERVICES - ROUNDS

FFP - OPTION PERIOD 1 - 01 OCT 02 through 30 SEP 03 - Rounds; This is a Not-to-Exceed SubCLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		70.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - ROUNDS				
	FFP - OPTION PERIOD 2 - 01 OCT 03 through 30 SEP 04 - Rounds; This is a				
	Not-to-Exceed SubCLIN.				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		70.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - ROUNDS				
	FFP - OPTION PERIOD 3 - 01 OCT 04 through 30 SEP 05 - Rounds; This is a				
	Not-to-Exceed SubCLIN.				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		70.00	Hours		
	ORTHOPEDIC SURGEON SERVICES - ROUNDS				
	FFP - OPTION PERIOD 4 - 01 OCT 05 through 30 SEP 06 - Rounds; This is a				
	Not-to-Exceed SubCLIN.				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY</p> <p>FFP - The Contractor agrees to perform on behalf of the Government on-call emergency support orthopedic surgeon services at NAVHOSP, Beaufort, SC, in accordance with the Statement of Work. (See Section C.3.3)</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p>ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY</p> <p>FFP - BASE PERIOD - 01 OCT 01 through 30 SEP 02 - On-call Emergency Support; This is a Not-to-Exceed SubCLIN.</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY</p> <p>FFP - OPTION PERIOD 1 - 01 OCT 02 through 30 SEP 03 - On-call Emergency Support; This is a Not-to-Exceed SubCLIN.</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY FFP - OPTION PERIOD 2 - 01 OCT 03 through 30 SEP 04 - On-call Emergency Support; This is a Not-to-Exceed SubCLIN.	30.00	Hours		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY FFP - OPTION PERIOD 3 - 01 OCT 04 through 30 SEP 05 - On-call Emergency Support; This is a Not-to-Exceed SubCLIN.	30.00	Hours		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	ORTHOPEDIC SURGEON SERVICES - ON-CALL EMERGENCY FFP - OPTION PERIOD 4 - 01 OCT 05 through 30 SEP 06 - On-call Emergency Support; This is a Not-to-Exceed SubCLIN.	30.00	Hours		
					<hr/>
NET AMT					

NOTES:

CLIN's 0002 and 0003 - The Contractor shall be reimbursed only for Rounds and On-Call Emergency Support Services based on hours of service actually provided during each month of contract service (see Section C.3.3). The quantity of rounds and on-call emergency support hours is the government's anticipated annual usage based on historical data. The rounds and on-call emergency support hours are not guaranteed and will be paid on an as used basis. There is a one hour minimum for on-call emergency support services. Time in excess of one hour will be prorated in 15-minutes increments. The Government will reimburse the Contractor for these services from the time of arrival at NAVHOSP Beaufort to the time of departure from NAVHOSP Beaufort at the hourly rate specified above in accordance with Section C.

SECTION C Descriptions and Specifications

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE 1: The use of Commanding Officer means: Commanding Officer, Hospital Beaufort, SC, or a designated representative, e.g., Technical Liaison (TL), Department Head.

NOTE 2: The term “contractor” shall mean the offeror identified in block 15A of Standard Form 33 and its health care workers who are providing services under this contract.

NOTE 3: The term health care worker refers to the individual(s) providing services under this contract.

C.1. STATEMENT OF WORK

C.1.1. The contractor shall provide, in accordance with this Section B, individuals who provide comprehensive orthopedic surgeon services at Naval Hospital, Beaufort, SC in accordance with the terms and conditions as specified herein.

C.1.2. Contractor services shall be provided for the treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

C.2 SUITS ARISING OUT OF MEDICAL MALPRACTICE

SUITS ARISING OUT OF MEDICAL MALPRACTICE. The health care worker is serving at the military treatment facility (MTF) under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. The healthcare worker(S) is/are not required to maintain medical malpractice liability insurance. Health care worker providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker(s) receives technical and clinical supervision, guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

C.3. DUTY HOURS

C.3.1. The Contractor shall provide coverage for Orthopedic Surgery services Monday through Friday for 9 hours per day from 0730 through 1630 hours, with an uncompensated 1 hour meal break. The Contractor shall provide two orthopedic surgeons at all times according to the following: The outpatient clinic will require two orthopedic surgeons two days a week and one orthopedic surgeon three days a week. One orthopedic surgeon shall cover surgery three days a week. The Government will provide the Contractor with a staffing schedule which may be changed at the discretion of the Commanding Officer. Additionally, at the MTF's discretion, one health care worker may be required to work at the Marine Corps Recruit Depot (MCRD) Branch Medical Clinic one day per week vice the outpatient clinic. Each health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other duties as an orthopedic surgeon in any setting immediately prior to reporting for the shift.

C.3.2. The Government will provide on-site supervision by the Director, Patient Services or designee a minimum of 40 hours per week, Monday through Friday. Government-designated military supervisory personnel will be on duty and available at all other times on an on-call basis. The health care worker will be provided an on-call schedule with beeper and/or telephone numbers of supervisory military personnel.

C.3.3. Rounds and On-Call Emergency Support Services.

C.3.3.1. The Contractor shall provide on-call emergency support services outside the normal working hours, to include weekends and holidays. Based on historical information, on-call emergency support is approximately four calls a month for 70 minutes each (See Attachment 006). The health care worker shall respond within 15 minutes for consultation and arrive at the MTF within 30 minutes or at the discretion of the Emergency Room physician on duty or other MTF healthcare provider.

C.3.3.2. The Contractor orthopedic surgeons will be notified of on-call emergency support services via an MTF healthcare provider or an MTF Emergency Room physician via beeper or telephone. The MTF will furnish a Government-owned paging device (beeper) to the Contractor while performing under this contract. The Contractor shall furnish any other equipment (cellular telephone, answering service) to assure emergency response time to the MTF. Upon arrival at the MTF, the Contractor shall sign in with the Officer of the Day (OOD). Upon completion of the provision of on-call emergency services for that particular instance, the Contractor shall also sign out with the OOD.

C.3.3.3. The health care workers shall routinely make rounds by 1200 daily Monday through Friday. If the health care worker has an inpatient, rounds shall be made by 1200 on weekends and holidays.

C.3.3.4. The Contractor shall be reimbursed for on-call emergency services in accordance with Section B for time the HCW is signed in at the MTF. (See CLIN 0003)

C.3.4. Work schedules for all personnel, including assignment for rounds and on-call emergency support services, shall be submitted to the TL two weeks in advance in accordance with MTF scheduling policies. Any changes to the work schedule shall be submitted to the TL 72 hours of the shift being changed.

C.3.5. In the instance where the Government directs the health care worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the health care worker shall remain on duty. The Government will coordinate with the Contractor on a case-by-case basis with the goal of granting an equal amount of compensatory time to the health care worker to mitigate Contractor overtime. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift) which are to be completed as part of the shift.

C.3.6. With the exception of rounds and on-call emergency support services as specified herein, the health care worker's normal duty hours shall not be required on the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The contractor shall not be reimbursed for holidays, unless the HCW is performing rounds or on-call emergency support services on a holiday.

C.4. ABSENCES AND LEAVE

C.4.1. The Government is buying coverage of health care worker services, therefore there are no provisions for leave (annual or sick) for contract employees in this contract.

C.4.2. The Contractor shall have sufficient qualified reserve personnel so that all services are provided in the event a health care worker scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. Contract requirements are not mitigated by inclement weather.

C.4.3. A health care worker with a bonafide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The contractor will reimburse the Government for all medical services provided unless the health care worker is other entitled to Government medical services.

C.4.4. RESERVED

C.4.5. If a health care worker becomes ill or is otherwise unable to fulfill his/her obligation to work, they shall notify the contractor who in turn shall notify the TL. The contractor is responsible for replacing a health care worker who for any reason misses more than 2 duty hours per day.

C.4.6. The Contractor shall provide replacement coverage by a health care worker who, at a minimum, meets the minimum health care worker contract qualifications and is approved for work (e.g., has been credentialed and privileged as appropriate and has satisfactorily completed orientation).

C.4.6.1. The MTF will credential a total of four (4) orthopedic surgeons.

C.4.7. Reserved.

C.4.8. Administrative Leave. For unusual and compelling circumstances, (e.g., weather emergencies), in which the Commanding Officer either excuses all personnel on the naval base from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the health care worker. This administrative leave may be compensated leave.

C.4.9. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a government furlough. In the event of a Government Furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the TL designated in Section E that they have become critical employees.

C.5. DUTIES/RESPONSIBILITIES

C.5.1. Each health care worker shall perform a full range of orthopedic surgery services, on site using Government furnished facilities, equipment, and supplies. Workload includes direct and indirect services to both inpatients and outpatients in accordance with clinical privileges granted by the Commanding Officer. Medical Staff Bylaws and MTF instructions shall be followed.

C.5.2. Each health care worker shall direct supporting government employees assigned to them during the performance of clinical duties. Such direction and interaction will adhere to government and professional clinical standards and accepted clinical protocol.

C.5.3. Each health care worker shall perform limited administrative duties which include written documentation of caseload activity in medical records, statistical reporting, participation in departmental educational programs, and participation in the clinical staff quality assurance functions as prescribed by the Commander.

C.5.4. Actual health care worker activity will be a function of the Commander's credentialing process and the overall demand for the clinical services. Workload is generated by the needs of eligible beneficiaries and requests for services by military personnel. Workload is scheduled as a result of demands related to the provision of medical care. The health care worker shall:

C.5.4.1. See appointed patients within 30 minutes of their appointments.

C.5.4.2. See Marine Corps recruits one day per week on a walk-in basis. The number may range from 10 to 20. Day of the week and number of days per week may vary based on patient load at the discretion of the MTF. When the daily schedule is not full, clinic time can be utilized for other walk-ins.

C.5.4.3. Provide comprehensive care or case management to each patient presenting for treatment.

C.5.4.4. Thoroughly, accurately and legibly document all patient care and treatment in the patient's medical treatment record using the Government's CHCS system or standard forms in accordance with applicable MTF

instructions, as appropriate. Documentation shall be in the Subject-Objective-Action-Plan (S-O-A-P) format. All reports shall be signed.

C.5.4.5. Obtain a pertinent medical history and record it in the patient treatment record.

C.5.4.6. Conduct physical examinations. Record findings in patient treatment.

C.5.4.7. Request and evaluate diagnostic tests as indicated, utilizing InterQual criteria. This includes collection of specimens, completion of request forms and treatment record entries.

C.5.4.8. Request consultations from other clinical departments, as necessary.

C.5.4.9. Render a diagnosis.

C.5.4.10. Provide indicated treatment.

C.5.4.11. Provide follow-up instructions.

C.5.4.12. Perform orthopedic procedures. The range of procedures to be performed is given in Attachment 006. Major surgery will be scheduled through the Operating Room Supervisor.

C.5.4.13. Prescribe medications as indicated. Physicians shall dispense prepackaged medications only in accordance with policies and procedures of the MTF.

C.5.4.14. Perform and document history and comprehensive physical exam within 24 hours of admission. Also, dictate applicable operative reports within 24 hours, and narrative summaries within 24 hours of discharge.

C.5.4.15. Conduct daily rounds of orthopedic inpatients and enter a progress note for each patient (see Section C.3.5).

C.5.4.16. Request the Government to dispatch ambulances in accordance with the MTF's procedures when indicated.

C.5.4.17. Provide medical boards as indicated by Government regulations: Limited Duty Boards shall be dictated within 1 week of limited duty status being annotated in the health record; Physical Evaluation Boards shall be dictated within 1 week of obtaining all conclusive/corroborating data. The contractor shall serve as the reviewing physician of musculoskeletal system disposition records originated by other Command healthcare providers

C.5.4.18. Maintain a working knowledge of infections control and safety regulations. Report violations as appropriate for immediate correction. Have a clear understanding of the reporting requirements for communicable diseases. Address questions to Head, Preventive Medicine Department.

C.5.4.19. Participate actively in the MTF Quality Management (QM) and Patient Relations Program.

C.5.4.20. Ensure department QM and Patient Relations taskings are completed in a timely fashion.

C.5.4.21. Identify opportunities for process improvement and work actively with others in resolution.

C.5.4.22. Participate in the MTF Surgical Case Review, Clinical Peer Review and Blood Utilization Review and other Surgical Service Reviews as required.

C.5.4.23. Attend department QM meetings and, on occasion, the Director of Patient Services meetings. May have to attend other meetings as requested or required. Be eligible to serve a one year term as a member of the Executive Board of the Provider Staff (EBOPS) if desired.

C.5.4.24. May be assigned as the department QM Coordinator as part of regular duties. Administrative time of 4-12 hours a month may be granted to perform assigned administrative task.

C.5.4.25. Properly and completely document all care delivered to patients according to policies of the MTF. This includes entries in the outpatient record, approved shadow charts, inpatient charts, telephone consults and others as required by the MTF, designated civilian hospital(s) and supporting agencies.

C.5.4.26. Maintain an awareness of DOD policies on EEO and Sexual Harassment and Fraud, Waste and Abuse in the workplace, and display appropriate behaviors and actions at all times. These policies are designed to protect the rights of all individuals who provide or receive services of the US government. Representatives are available to provide clarification and guidance for all employees including MTF contractors, if needed. Investigations will be done when appropriate and violators will be prosecuted to the full extent of the law.

C.6. FAILURE AND/OR INABILITY TO PERFORM

C.6.1. This contract may be found voidable at the option of the Government if the Contractor fails to provide the physical certifications requested in Section C or privileges are not granted to each health care worker by the Commanding Officer.

C.6.2. Should a health care worker be unable to perform duties due to medical or physical disability for more than 13 consecutive days, that individuals' performance may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance is suspended, no reimbursement shall be made to the contractor for the affected health care worker so long as performance is suspended.

C.6.3. If clinical privileges of a health care worker have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance may be suspended until clinical privileges are reinstated. No reimbursement shall be made and no other compensation shall accrue to the contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based on practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

C.6.4. Any health care worker(s) demonstrating impaired judgment shall be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

C.6.4.1. Any health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

C.7. ORIENTATION

C.7.1. Each health care worker selected to provide services shall undergo a 1-2 day on-site hospital orientation period at the expense of the Government within 30 days after starting work. The TL may elect to waive orientation for individuals who have previously worked at NAVHOSP Beaufort. The hospital orientation shall include familiarization with the facility complex, assignment of duty schedules, introduction to command rules and regulations, safety and fire regulations, introduction to military protocols such as military structure, time and rank, acquisition of parking permits and clarification of rights and responsibilities. Orientation will take place during regularly scheduled shift coverage.

C.7.2. Each health care worker who is employed by the Contractor after the start date of the contract shall also undergo orientation. The MTF will provide the orientation. The health care workers shall attend and complete the orientation within 30 days following the commencement of their employment at the MTF. Orientation will take place during regularly scheduled shift coverage.

C.7.3. The Government will provide initial one-time training on CHCS. This training is subject to revision by the Government. CHCS installations at other hospitals are continually being evaluated and training requirements change frequently.

C8. GENERAL REQUIREMENT

C.8.1. Reserved.

C.8.2. The health care worker shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

C.8.3. Health care workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Health care workers shall make no use of Government facilities or property in connection with such other employment. (see Attachment 001 NAVMED P-117).

C.8.4. While on duty, health care workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

C.8.5. Health care workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Health care workers shall display an identification badge which includes the health care worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

C.8.6. Health care workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

C.8.7. Health care workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

C.9. PERSONNEL QUALIFICATIONS

C.9.1. Providers shall meet and maintain specific minimum qualifications, skills, and knowledge. The following are required:

C.9.1.1. Graduation from a medical school approved by the approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or certification by the Educational Council for Foreign Medical Graduates (ECFMG).

C.9.1.2. Board certification in Orthopedic Surgery by the American Board of Orthopedic Surgery or by the American Osteopathic Board of Orthopedic Surgery.

C.9.1.3. Current, valid, unrestricted license in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands. Provide a list of all states in which contract provider currently holds or has held a license to practice related services.

C.9.1.4. Current certification in American Heart Association Basic life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

C.9.1.5. Minimum of 2 years experience as an Orthopedic Surgeon within the past 5 years.

C.9.1.6. Three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. The other letter must be from clinic or hospital administrator. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

C.9.1.7. Representation of an acceptable malpractice risk to the Navy. Submit a signed, detailed statement of prior or pending malpractice claims and an explanation of disposition of each.

C.9.1.8. U.S. Citizenship (copy of birth certificate or naturalization papers required) or employment eligibility in accordance with Attachment 002. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

C.9.2. CREDENTIALING REQUIREMENTS

C.9.2.1. Upon award, contractor shall submit to the Professional Affairs Department, via the TL, completed Individual Credentials Files (ICFs) for orthopedic surgeons. The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix R of BUMEDINST 6320.66B of Nov 97 and subsequent revisions. ICFs for orthopedic surgeons who do not currently have an ICF at the facility shall be submitted at least 60 days prior to commencement of services. For those orthopedic surgeons who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

C.9.2.2. Upon receipt of a complete ICF, the TL will forward it to the Professional Affairs Department for approval and credentialing of the individual health care worker. The Professional Affairs Department will ensure the ICF is complete in accordance with BUMEDINST 6320.66B. The contractor shall not assign an individual to work at the MTF until the health care worker's ICF has been approved.

C.9.2.3. A copy of BUMEDINST 6320.66B is available at <http://support1.med.navy.mil/bumed/instruct/external.htm>

C.10. REGULATORY COMPLIANCE REQUIREMENTS

a. The health care worker shall obtain, at contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to start of services indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

1. (Name of health care worker) is suffering from no physical disability which would restrict him/her from providing services as a (specialty).
2. (Name of health care worker) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty). (Name of health care worker) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.
3. (Name of health care worker) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (Name of health care worker) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle one): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR. The health care worker shall also provide evidence of varicella immune status or a statement of history of chicken pox. For individuals who do not show a positive antibody titer after immunization and appear to have a "non-immune" status, that employee must report varicella exposure to the TL and may need to be removed from patient care duties for up to 21 days and replaced by the contractor.

5. The health care worker must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis.

(signed)
Examining Physician

Examining Physician Information:

Name:

Address:

Telephone:

Date:

b. Except as provided in c, below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

c. Further, health care workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the commander may deem necessary for preventive medicine, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally, the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the government. Although this vaccine will be provided by the government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the government, the health care worker shall be required to show proof of the vaccination. If, the health care worker chooses to be immunized by the government they shall be required to sign a waiver in accordance with MTF/DTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

d. Prior to the commencement of performance under this contract, the technical liaison shall direct the health care worker to inprocess through standard facility procedures.

e. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation which is included in the on-site hospital orientation. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures.

f. The management of HIV positive health care workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

g. The health care workers shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

h. The health care workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care workers shall be registered with the base security service according to applicable directives. Eating by the health care workers is prohibited in patient care areas/clinics and is restricted to designated area. Smoking is prohibited in all clinic facilities.

i. All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the TL. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the TL before publication or dissemination.

j. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

C.11. CRIME CONTROL ACT OF 1990 REQUIREMENT

a. Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

b. The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

c. Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

d. With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

e. Health care workers shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	DEC 1991

INSPECTION AND ACCEPTANCE TERMS

(a) The Contracting Officer's duly authorized representative, the Technical Liaison, will perform inspection and acceptance of services to be provided.

(b) For the purpose of this clause, (to be provided at time of award) is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the Naval Hospital, Beaufort, SC.

END OF SECTION E

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					N61337 NAVAL HOSPITAL BEAUFORT SC 1 PINCKNEY BOULEVARD BEAUFORT SC 29902-6148
0001AA	POP 01-OCT-01 TO 30-SEP-02	Hours	4,016.00	Dest.	Same as CLIN 0001
0001AB	POP 01-OCT-02 TO 30-SEP-03	Hours	4,016.00	Dest.	Same as CLIN 0001
0001AC	POP 01-OCT-03 TO 30-SEP-04	Hours	4,023.00	Dest.	Same as CLIN 0001
0001AD	POP 01-OCT-04 TO 30-SEP-05	Hours	4,016.00	Dest.	Same as CLIN 0001
0001AE	POP 01-OCT-05 TO 30-SEP-06	Hours	4,000.00	Dest.	Same as CLIN 0001
0002	POP 01-OCT-01 TO 30-SEP-02				Same as CLIN 0001
0002AA	POP 01-OCT-01 TO 30-SEP-02	Hours	70.00	Dest.	Same as CLIN 0001
0002AB	POP 01-OCT-02 TO 30-SEP-03	Hours	70.00	Dest.	Same as CLIN 0001
0002AC	POP 01-OCT-03 TO 30-SEP-04	Hours	70.00	Dest.	Same as CLIN 0001
0002AD	POP 01-OCT-04 TO 30-SEP-05	Hours	70.00	Dest.	Same as CLIN 0001
0002AE	POP 01-OCT-05 TO 30-SEP-06	Hours	70.00	Dest.	Same as CLIN 0001
0003	POP 01-OCT-01 TO 30-SEP-02				Same as CLIN 0001
0003AA	POP 01-OCT-01 TO 30-SEP-02	Hours	30.00	Dest.	Same as CLIN 0001
0003AB	POP 01-OCT-02 TO 30-SEP-03	Hours	30.00	Dest.	Same as CLIN 0001
0003AC	POP 01-OCT-03 TO 30-SEP-04	Hours	30.00	Dest.	Same as CLIN 0001
0003AD	POP 01-OCT-04 TO 30-SEP-05	Hours	30.00	Dest.	Same as CLIN 0001
0003AE	POP 01-OCT-05 TO 30-SEP-06	Hours	30.00	Dest.	Same as CLIN 0001

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order
52.242-17 Government Delay Of Work

AUG 1989
APR 1984

PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 01 October 2001 through 30 September 2002. The period of performance may be extended in accordance with the provisions set forth in FAR 52.217-9, Option to Extend the Term of the Contract.

PLACE OF PERFORMANCE

The services to be furnished under this contract shall be provided at the following location(s):
Naval Hospital, Beaufort, SC.

END OF SECTION F

SECTION G Contract Administration Data

TECHNICAL LIAISON

The Technical Liaison, as set forth in Section E, is hereby designated the technical representative of the Contracting Officer for the purpose of conducting all technical liaison with the contractor. Such technical representative is not authorized to direct or consent to any deviation from the specifications, scope of work and/or terms and conditions or provisions of this purchase order. Accordingly, no deviations thereto may be made without the prior written approval of the Contracting Officer.

CONTRACTS POINT OF CONTACT

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Principal Contracting Officer is Joanne M. Keyser.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

Joanne M. Keyser
NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Code 02
1681 Nelson Street
Fort Detrick, MD 21702-9203
Phone: (301) 619-2138 [No collect calls]
FAX: (301) 619-6793

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The Contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative, stating thereon the name and title of the Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted in original and 3 copies every two weeks to:

COMMANDING OFFICER, CODE 23B
NAVHOSP BEAUFORT
ATTN: MR. WILLIAM WADSWORTH
BOX 6128C, 1 PINCKNEY BLVD
BEAUFORT, SC 29902-6148

(c) One copy of the invoice shall be submitted to:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: CODE 02, MS. JOANNE M. KEYSER
1681 NELSON STREET
FT. DETRICK, MD 21702-9203

(d) The Government shall process invoices every two weeks for payment.

(e) The following provides additional information supplementing Block 12 of the SF 26 Award/Contract. When sending correspondence to DFAS San Diego, please use the following addresses (note the zip codes are different).

Via US Postal Service:

Defense Finance and Accounting Service

Code DFAS-AIAH/SD
P.O. Box 429005
San Diego, CA 92142-9009

Via private courier (e.g. FedEx, DHL, etc.)
Defense Finance and Accounting Service
Code DFAS-AIAH/SD
4181 Ruffin Road
San Diego, CA 92123-1819

END OF SECTION G

SECTION H Special Contract Requirements**LIABILITY INSURANCE**

Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.306, is the minimum insurance required:

a. General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

b. Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c. Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

RESTRICTION ON THE USE OF NAVY-AFFILIATED PERSONNEL

Without the prior written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy personnel, civilian employees of the Navy, or persons currently performing medical services under other Navy contracts.

END OF SECTION H

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-3	Payments under Personal Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984

52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Dec 1989) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.
(End of clause)

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[<http://www.arnet.far.gov>]

SECTION J List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	NO. PAGES	DATE	ATTACHED/BY REFERENCE
001	NAVMED P-117	Three (3)	29 Oct 92	X
002	List of Acceptable Documents that Establish Identity & Employment Eligibility	One (1)	N/A	X
003	Certificate of Availability	One (1)	N/A	X
004	Supplemental Pricing Worksheet	One (1)	N/A	X
005	Range of Medical/Surgical Procedures/Services	One (1)	N/A	X
006	Historical Data	One (1)	N/A	X
007	Past Performance Chart	Two (2)	N/A	X
008	Management Plan Form	Four (4)	N/A	X
009	Personal Qualifications Sheet	Four (4)	N/A	X

LIST OF EXHIBITS

(FOR THIS CONTRACT, THERE ARE NO EXHIBITS)

U. S. Navy Manual of the Medical Department NAVMED P-117 29 October 1992 Department of the Navy

NAVMED P-117

CHANGE 107

Subj: Off-duty Remunerative Professional Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the Commanding Officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the Commanding Officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment may be withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded and opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

ATTACHMENT 002 - LIST OF ACCEPTABLE DOCUMENTS THAT ESTABLISH IDENTITY AND EMPLOYMENT ELIGIBILITY			
LIST A Documents that Establish Both Identity and Employment Eligibility	<u>OR</u>	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Eligibility
<ol style="list-style-type: none"> 1. U. S. Passport (unexpired or expired) 2. Certificate of U.S. Citizenship (INS Form N-560 or N-561) 3. Certificate of Naturalization (INS Form N-550 or N-570) 4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization 5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551) 6. Unexpired Temporary Resident Card (INS Form I-688) 7. Unexpired Employment Authorization Card (INS Form I-688A) 8. Unexpired Reentry Permit (INS Form I-327) 9. Unexpired Refugee Travel Document (INS Form I-571) 10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B) 		<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address 2. ID card issued by federal, state or local government agencies of entities provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	<ol style="list-style-type: none"> 1. U.S. Social Security Card issued by the Social Security Administration (other than a card stating it is not valid for employment) 2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350) 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (INS Form I-197) 6. ID Card for use of Resident Citizen in the United States (INS Form I-179) 7. Unexpired employment authorization document issued by the INS (other than those listed under List A)

Attachment 003

Health care worker certificate of availability

I, _____ (name of health care worker/provider) hereby certify that I have agreed to provide services as an _____ under this solicitation for the Naval Hospital Beaufort, SC as indicated in the statement of work.; As a Subcontractor/employee (**circle one**) for _____ (name of contractor) for The salary of \$_____ per hour. I am available to begin providing these services on _____, 2001 Should the above named contractor be awarded this position.

Health care worker signature

date

Health care worker must circle either subcontractor or employee above.

"to be completed by the offeror"

If my company is awarded a contract as a result of this solicitation, I verify that the above health care worker will be:

☐ my employee, or

☐ a subcontractor

Check one of the above.

Signature

Date

Title

Company

ATTACHMENT 004

Supplemental pricing worksheet:

In accordance with section L, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract award. The contractor is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the supplemental pricing worksheet. A supplement pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the health care worker will receive per hour:

	CLIN # _____	CLIN HCW POSITION TITLE _____
I.	Hourly rate	\$ _____
ii.	*fringe benefits	\$ _____
Total health care worker Compensation per hour		\$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of Fringe Benefits include: 401(k), insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other Fringe Benefits offered but not listed above (please specify):

ATTACHMENT 005 - RANGE OF MEDICAL/SURGICAL PROCEDURES/SERVICES

Back and neck strain which has failed to respond to conservative treatment by Primary Care Manager (PCM); contusions; simple lacerations of extremities; sprains which are unresponsive to treatment by PCM; bursitis; tendonitis; “tennis elbow” non-responsive to conservative therapy; etc.

Clinical orthopedic dislocations; elective amputations; bone grafts; arthrodesis, major joints and spine; arthroplasty; open and closed reduction of fractures; hand surgery (including tendon grafts); laminectomy, lumbar disectomy, cervical disectomy only with neurosurgical capability; intradiscal injections; management of spinal column trauma and cord compressions; and, scoliosis, correction and stabilization.

Peripheral nerve surgery; diagnostic and operative arthroscopy; and, orthopedic tumors, including primary management.

NOTE: The contractor may perform the above procedures. However, this list is not intended to establish either a maximum or minimum acceptable level of effort or be an all-inclusive listing of anticipated procedures.

Total hip, knee, and shoulder replacements and additional spine surgery (fusions and disectomies) may be added with potential upgrade of equipment and ventilation system.

There is Same Day Surgery capability for procedures such as arthroscopies, cast changes under anesthesia, closed reduction of fractures, release of nerve entrapment, removal of hardware, foot tendon lengthening, incision and drainage, etc., meeting specific patient selection criteria.

ATTACHMENT 006 - HISTORICAL DATA

FY-99 (1 Oct 98 - 30 Sep 99)

Total outpatient visits:	5000
Admissions:	83
Occupied Bed Days:	285
Average Length of Stay:	3.4 days
Ambulatory Surgeries:	273
Emergency Room Call Backs:	52 (avg. 70 minutes/call)
Inpatient Rounds:	68 (avg. 55 minutes/round)
Medical Boards:	Avg. 20 (avg. per month)

FY-00 (1 Oct 99 - 30 Sep 00)

Total outpatient visits:	6412
Admissions:	81
Occupied Bed Days:	405
Average Length of Stay:	5 days
Ambulatory Surgeries:	352
Emergency Room Call Backs:	40 (avg. 75 minutes/call)
Inpatient Rounds:	25 (avg. 50 minutes/round)
Medical Boards:	15 (avg. per month)

ATTACHMENT 007 - PAST PERFORMANCE TABLE

Contract Number	Description of Services & explain how it's directly related and/or similar or relevant to this SOW	Number & type of health care worker	Location of Services	Dates of Services Provided	Name, organization, address & telephone number of a verified POC at the federal, state, local government or commercial entity for which the contract services were performed	Number, type & severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the correction action

ATTACHMENT 008 - MANAGEMENT PLAN FORM

A. Management

1. Identify the personnel, by name and title, responsible for overall contract management.

Response:

2. Describe methodology for providing timely, effective, and complete start-up of services.

Response:

B. Recruiting health care workers that meet the requirements of the solicitation.

1. State the steps that will be taken to recruit health care workers to perform the services.

Response:

2. Identify specific marketplace barriers (commodity shortages, geographic remoteness/barriers, competitive marketplace conditions, etc.) that may preclude the successful recruitment.

Response:

3. State ideas to mitigate any risks identified to successful recruitment.

Response:

Retaining of health care workers.

1. State the strategy for providing personnel to ensure the continuity of services and care.

Response:

2. State ideas to mitigate any risks of employee turnover.

Response:

3. State the steps taken to determine if your wage is competitive in the local employment market.

Response:

D. Scheduling and Substitution of health care workers.

1. State the steps taken for personnel substitution to ensure fulfillment of shift staffing and on-call requirements.

Response:

2. Describe strategy to ensure that a sufficient number of qualified orthopaedic surgeons are available at all times.

Response:

3. Describe plan for availability, rotation of contractor personnel, and response times to the MTF for the provision of on-call services.

Response:

E. Credentialing of health care workers.

1. Describe plan to ensure health care workers' credentials are current, complete, and submitted timely.

Response:

2. Describe plan to ensure maintenance of personnel qualification requirements and up-to-date Individual Credentials Files (ICFs).

Response:

1. **Every item on the Personal Qualifications Statement must be addressed.** If you need more space, additional information may be provided on a separate sheet of paper (indicate by number and section the question(s) addressed). **Please sign and date in the two places indicated.**

3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide the following documentation verifying your qualifications: Professional Education Degree, Release of Information, Personal and Professional Information Sheet, all medical licenses held within the preceding 10 years, continuing education certificates, and employment eligibility documentation. If you submit false information, the following actions may occur:

b. A report of misconduct will be forwarded to your State licensing bureau.

PRIVACY ACT STATEMENT

(Signature) _____(mm/dd/yy)
(Date)

I. General Information

Phone: _____

YES NO

1. Do you have any physical or mental impairment that could limit your clinical practice? _____
2. Have you been hospitalized for any reason during the past 5 years? _____
3. Are you currently receiving or have you ever received formal mental health therapy or treatment? _____
4. Are you currently receiving, or have you in the past ever received, treatment or therapy for any alcohol or drug-related condition? _____
5. Have you ever been unlawfully involved in the use of controlled substances? _____

II. Professional Education (Section C. 9.1.1):

Medical Degree from: _____
(Name of accredited school and location)
Date of Degree: _____ (mm/dd/yy)

Page 2 of 4

III. Professional Licensure and Certification, (List current, valid, and unrestricted) (Section C. 9.12 and C.9.1.3):

	Specialty	Date of expiration
Board Certification		
	Number	Date of expiration
	State	Date of expiration
Medical License		
Medical License		
Medical License		
Medical License		

IV. Current BLS Certification, (Section C.9.1.4):

Date of expiration: _____

V. Professional Employment List your current and preceding employers. Provide dates as month/year. Provide narrative information regarding experience with project management and computer based data collection, compilation, analysis, reporting, and presentation. (Section C. 9.1.5):

<u>Name and Address of Present Employer</u>	<u>From</u>	<u>To</u>
(1) _____	_____	_____

Narrative Comments: _____

(2) _____	_____	_____

Narrative Comments: _____

(3) _____	_____	_____

Narrative Comments: _____

Are you currently employed on a Navy contract? ____ If so where is your current contract and what is the position?

When does the contract expire? _____

VI. Professional References (Section C.9.1.6)

Provide three letters of recommendation from practicing physicians, written within the last 5 years, attesting to your clinical skills. A minimum of one of the letters must be from a physician supervisor. The other two letters must be from either clinic or hospital administrators, or practicing physicians. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference.

VII. Practice Information (Section C.9.1.7)

Yes No

a. Have you ever been the subject of a malpractice claim? ____
(indicate final disposition of case in comments)

b. Have you ever been a defendant in a felony or misdemeanor case? ____
(indicate final disposition of case in comments)

c. Has your license to practice ever been revoked or restricted in any state? ____

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for paragraphs VIIa and VIIb above, and the State of the revocation for paragraph VIIc above.

VIII. Employment Eligibility (Section C.9.1.8):

Yes No

Do you meet requirements for U.S. Employment Eligibility? ____

IX. Additional Information:

Provide any additional information you feel may enhance your ranking based on Section E, Factors to be Used in a Contract Award Decision, such as your resume, curriculum vitae, commendations, or documentation of any awards you may have received, etc.

X. I hereby certify the above information to be true and accurate:

(Signature) (Date) (mm/dd/yy)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity

with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 622110.

(2) The small business size standard is **\$25M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L. 1. INTRODUCTION AND PURPOSE. This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is in the format prescribed herein and is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Clarity, completeness, and responsiveness are of the utmost importance. Any proposal that does not offer as a minimum, that which is requested in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

L. 1.1. Proposals shall be submitted electronically except for the completed and signed SF-33 and Volume III, Qualifications Documentation (other than the Personal Qualification Sheets (PQS)). The offeror's proposal shall be submitted on 8 offeror provided 3.5" diskettes, which contain the electronic files from the contracting officer, as follows:

- a. Diskettes 1 and 2 shall each contain the offeror's Past Performance information and shall contain the file Past Performance.doc (Attachment 007). The information on diskette 2 shall mirror the information on diskette 1.
- b. Diskettes 3 and 4 shall each contain the offeror's Management Plan and shall contain the file Management Plan.doc (Attachment 008). The information on diskette 4 shall mirror the information on diskette 3.
- c. Diskettes 5 and 6 shall each contain the offeror's completed PQS's for a minimum of three Orthopedic Surgeons (Attachment 009). The information on diskette 6 shall mirror the information on diskette 5.
- d. Diskettes 7 and 8 shall each contain the offeror's Business Proposal and shall include the files Electronic Schedule B.xls and Section K.doc. Included within Electronic Schedule B.xls is the Supplemental Pricing Worksheet. The offeror shall also complete the supplemental pricing worksheet and the Sources tab within each spreadsheet, supplying the information used for the basis of proposed compensation rates, benefits and, all market surveys performed. The information on diskette 6 shall mirror the information on diskette 5.

L.1.2. The closing date for Diskettes 1 through 8 and the hard copy documentation as stated in L.1.1 shall be the same as stated on SF 33, Block 9. If an offeror is late submitting (a) any diskette, or (b) any diskette required file is missing from their proposal, their entire proposal will be considered late.

L.1.3. Offerors are responsible for assuring that the diskettes forwarded in response to this solicitation are neither damaged nor unreadable. Diskettes 1 through 8 shall be 3.5" diskettes formatted by either Microsoft Windows 95™ or Microsoft Windows 98™. All files shall be submitted using either Microsoft Word 97™ (for the .doc files) or Microsoft Excel 97™ (for the .xls files). Diskettes 1 and 2 contain mirror files, diskettes 3 and 4 contain mirror files and, diskettes 5 and 6 contain mirror files and, diskettes 7 and 8 contain mirror files.. Offerors shall assure that all files are in a "read only" format and not subject to change. Files shall not be password protected.

L.1.4. Offerors shall accept the formatting, style, pitch/point, margins and other formatting imbedded in these electronic documents as provided by E-mail. The Government will accept no changes.

L.1.5. Diskettes 1 and 2: Electronic File Format; Offeror's Past Performance Information. The Contractor shall complete the past performance table (Attachment 007) as provided via email on diskettes 001 and 002. This Microsoft Word 97™ document includes information from not more than five of their previous/current contracts that are most current and relevant to the labor category identified in Section B. The most relevant contracts will be those which most closely match the solicitation requirements in terms of types of services provided, e.g., Orthopaedic Surgeon services. In order to be considered relevant, services must have been provided within the last five years. In selecting the most relevant contracts, the offeror may include contracts that demonstrate the prior experience of corporate officials or the experience of subcontractors/teaming partners. However, these officials or subcontractors/teaming partners shall have a role in support of the requirements of this solicitation and the resultant contract(s). The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid. If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance within the Past Performance.doc.

The offeror may provide a single page discussion (which follows the chart) of noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page in Times New Roman font size 10.

L.1.6. Diskettes 3 and 4: Electronic File Format; Offeror's Management Plan (Attachment 008). The Contractor shall complete that Microsoft Word 97™ electronic document. This document requires the offerors to provide information concerning their management plan for the provision of services. The Government will evaluate the offeror's approach to:

a. Management.

- (1) Identify the personnel by name and title, responsible for overall management oversight.
- (2) Describe the methodology for providing timely, effective, and complete start-up of services.

b. Recruiting health care workers that meet the requirements of the solicitation.

- (1) Identify steps that will be taken to recruit health care workers to perform the services.
- (2) Identify specific marketplace barriers (commodity shortages, geographic remoteness/barriers, competitive marketplace conditions, etc.) that may preclude the successful recruitment.
- (3) Describe ideas to mitigate any risks identified to successful recruitment.

c. Retaining of health care workers.

- (1) Describe the strategy for providing personnel to ensure the continuity of service and care.
- (2) Describe ideas to mitigate any risks of employee turnover.
- (3) Identify steps taken to determine if your wage is competitive in the local employment market.

d. Scheduling and Substitution health care workers.

- (1) Identify steps taken for personnel substitution to ensure fulfillment of shift staffing and on-call requirements.
- (2) Describe the strategy to ensure that a sufficient number of qualified orthopaedic surgeons are available at all times.

(3) Describe the plan for availability, rotation of contractor personnel, and response times to the MTF for the provision of on-call services.

e. Credentialing of health care workers.

(1) Describe the plan to ensure health care workers' credentials are current, complete, and submitted timely.

(2) Describe the plan to ensure maintenance of personnel qualification requirements and up-to-date Individual Credential Files (ICFs).

L.1.7. Diskettes 5 and 6: Electronic File Format; Personal Qualification Sheets (Attachment 009). The Contractor shall complete the Microsoft Word 97™ electronic document. This document requires the offerors to provide complete information for a minimum of three (3) orthopaedic surgeons. In addition to the Diskettes 5 and 6, the offeror must submit qualifications documentation for a minimum of three (3) orthopaedic surgeons who at a minimum meet the qualification requirements as outlined below:

a.) Photocopy of medical degree from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or certification by the Educational Commission for Foreign Medical Graduates (ECFMG).

b.) Photocopy of board certification in Orthopaedic Surgery by the American Board of Orthopaedic Surgery or by the American Osteopathic Board of Orthopaedic Surgery.

c.) Photocopy of a current, valid license in at least one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. The Contractor is responsible for complying with all applicable state licensing regulations. (All state medical licenses held, within the last ten years, by each healthcare practitioner must be submitted as part of the credentialing packages.)

d.) Photocopy of current certification in American Health Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

e.) Documentation (e.g., curriculum vitae or resume) which details a minimum of 2 years experience within the last five years as an Orthopaedic Surgeon in a similar setting.

f.) Three letters of recommendation written within the last two years. Two of the letters must be from practicing physicians. The other letter must be from either clinic or hospital administrator. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address, and signature of the individual providing reference.

g.) A signed letter from each proposed orthopaedic surgeon certifying that the information provided is true and accurate.

L.1.8. Diskettes 7 and 8: Electronic File Format; Offeror's Business Proposals. Your business proposal must include the following:

a. A completed Standard Form 33. This form must be downloaded, printed, completed, signed and mailed/delivered by the offeror with diskettes 7 and 8.

b. An acknowledgment of any amendments issued by the Government prior to the receipt of proposals.

c. A Completed K.doc containing the Representation, Certifications and Other Statement of Offerors contained in Section K of this Solicitation.

d. The offeror shall complete Electronic Schedule B.xls. Included on Electronic Schedule B.xls is a Supplemental Pricing Worksheet for the position. The offeror shall also complete the Sources tab within

that spreadsheet, supplying the information used for the basis for proposed compensation rates, benefits and, including all market surveys performed. The information provided in Electronic Scheduled B.xls will be used to determine price realism during the evaluation of the offeror's proposal. The final negotiated health care worker compensation rates proposed within Electronic Schedule B.xls will be considered the lowest acceptable compensation rate to the health care worker upon award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers, but under no circumstances shall the compensation rate be lower than that included in the rates shown in Electronic Schedule B.xls.

e. Completed HCW Certificates of Availability (See Attachment 003) for each individual HCW submitted with the offeror's proposal. Certification shall be signed and dated after solicitation issue date.

L.2. PROPOSAL EVALUATION FACTORS

a. Proposals shall be in the form prescribed by, and shall contain a response to each of the areas identified in Section L, paragraphs L.1.1-L.1.8. of this solicitation.

b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest price offer. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms. See Section M for the Evaluation Criteria and Basis for Award.

L.2.1 VOLUME I - PAST PERFORMANCE (See Attachment 007).

The Government will evaluate the "risk to the Government" associated with the offeror's Past Performance. The Government will consider the depth and quality of the offeror's past performance in the assessment of risk. The Government will give greater consideration for experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of type of services, e.g., Orthopaedic Surgeons. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance. The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any relevant information in its possession.

L.2.2. VOLUME II - MANAGEMENT PLAN (See Attachment 008).

The Government will evaluate the "risk to the Government" associated with the offeror's Management Plan. The Government will not assume that the offeror possesses any capability unless it is specified in their Management Plan proposal.

L.2.3 VOLUME III - QUALIFICATIONS DOCUMENTATION (See Attachment 009).

The Government will evaluate the offeror's proposed individual HCW's against the following factors:

a. The offeror provided complete packages (PQS and qualifications documentation) for the minimum number of orthopedic surgeons.

b. The offeror's proposed HCW's meet the minimum qualifications.

c. Offeror's proposed HCW's which exceed the minimum qualifications may be given greater importance in the evaluation of Volume III.

L.2.4. VOLUME IV - BUSINESS PROPOSAL (See Section B and Attachment 004).

Adequate price competition is expected for this acquisition. As indicated in Section L.1.8, offerors are required to furnish a Supplemental Pricing Sheet, to support the prices proposed in Section B. The Price Proposal will be evaluated with consideration to the following factors:

a. Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.

b. Reasonableness. The degree to which the proposed prices compared to the prices a reasonable prudent person would expect to incur for the same or similar services.

- c. Realism The proposed labor compensation rates proposed in the offeror's supplemental pricing sheet will be examined to identify unusually low cost estimates, understatement of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

REVIEW OF AGENCY PROTESTS

- (a) The contracting activity, Naval Medical Logistic Command, will process agency protests in accordance with the requirements set forth in FAR 33.103(d).
- (b) Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.
- (c) The reviewing authority for Naval Medical Logistic Command is the Director, Mr. Bert Hovermale, Acquisition Management Directorate, Naval Medical Logistics Command, 1681 Nelson Street, Ft. Detrick, MD 21702-2903. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".
- (d) Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

- (a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Joanne Keyser, Contracting Officer, Acquisition Management Directorate, Naval Medical Logistics Command, 1681 Nelson Street, Ft. Detrick, MD 21702-9203.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far]

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

EVALUATION CRITERIA AND BASIS FOR AWARD

- a. The Government will make award to the responsible offeror submitting proposals that are determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Past Performance, Management Plan and Qualifications Documentation; and a price evaluation of the Business Proposal submitted by each offeror. Award under this procurement will be made to the offeror determined to be the best value to the Government.
- b. In the evaluation of all offeror's proposals, Past Performance, Management Plan and Qualifications Documentation are of equal importance. The combined technical evaluation factors of Past Performance, Management Plan, and Qualifications Documentation are significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism. However, the closer the merits of the technical proposal are to one another, the greater will be the importance of price in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer if the Government determines that a price premium is warranted due to technical merit.
- c. Award may also be made on the basis of initial offers without discussion. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms.

EVALUATION FACTORS

- 1. Technical Proposals submitted in response to this solicitation will be evaluated in accordance with the three technical factors listed below:
 - a. Past Performance. See Section L.1.5. & Attachment 007.
 - b. Management Plan. See Section L.1.6. & Attachment 008.
 - c. Qualifications Documentation. See Section L.1.7. & Attachment 009.
- 2. Business Proposals. The Government will evaluate the business proposal responses with consideration to the following factors:
 - a. Completeness. See Section L.2.4.a.
 - b. Reasonableness. See Section L.2.4.b.
 - c. Realism. See Section L.2.4.c.

AWARD TO SINGLE OFFEROR

Subject to the provisions contained herein, award shall be made to a single offeror. Offers must include unit prices for each Contract Line Item Number (CLIN) and SubCLIN listed in order that offers may be properly evaluated. Failure to do this shall be cause for rejection of the entire offer. Offers shall be evaluated on the basis of the estimated quantities shown. Discussions may be held with those offerors determined to be within the competitive range, and award shall be made to that responsible offeror whose total aggregate offer is determined to be in the best interest of the government.

